

Liability Waiver & Indemnification

Allocation of risk between the Customer, NEPA-PRO LLC, and the dispatched tradesperson — including the limit of NEPA-PRO's liability, exclusion of consequential damages, customer indemnification, and dispute-resolution mechanics.

Purpose of this document: Allocates legal risk for the booking — what NEPA-PRO is and is not liable for, the customer's indemnification obligation in narrow circumstances, the cap on NEPA-PRO's exposure, and dispute mechanics. This document does not establish booking terms (NPCS-001) or capture jobsite-condition representations (NPCS-002); both of those are independent and necessary references.

1. Definitions

- (a) **"Customer"** — the booking party identified at Stripe checkout or in the signature block.
- (b) **"NEPA-PRO Parties"** — NEPA-PRO LLC, its members, officers, employees, agents, insurers, and dispatched tradespeople (each of whom is an independent 1099 subcontractor under NPSA-001).
- (c) **"Engagement"** — a single accepted booking dispatched to a Jobsite.
- (d) **"Booking Amount"** — the dollar amount paid by the Customer for the Engagement, exclusive of any later overtime invoice.

2. Customer Indemnification

The Customer shall defend, indemnify, and hold harmless the NEPA-PRO Parties from and against any and all claims, demands, losses, costs, fines, penalties, judgments, settlements, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Any condition on the Jobsite that was not disclosed by the Customer in the Jobsite Safety Attestation (NPCS-002), or that was disclosed inaccurately, including undisclosed hazardous materials, unmarked utilities, structural conditions, or biological hazards;
- (b) Any work performed at the Customer's specific direction beyond the booked scope, including any direction the dispatched tradesperson reasonably understood as a Customer instruction;
- (c) Acts or omissions of any third party present on the Jobsite — including the Customer's employees, family members, guests, neighbors, other contractors, or animals — that cause injury, death, or property damage;
- (d) Any claim brought by a third party against the NEPA-PRO Parties premised on the condition of the Jobsite or the Customer's use of the labor delivered.

3. Limitation of Liability

(a) Cap. The aggregate liability of the NEPA-PRO Parties for any and all claims arising out of or relating to an Engagement — whether sounding in contract, tort, negligence, breach of warranty, statute, or otherwise — is **limited to the Booking Amount paid for that Engagement**. Where multiple Engagements are at issue, the cap is applied separately for each Engagement.

(b) No consequential damages. THE NEPA-PRO PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST PRODUCTIVITY, PROJECT DELAY DAMAGES, LOSS OF USE, OR DIMINUTION IN VALUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Carve-outs. The cap and exclusion in (a) and (b) do not apply to: (i) liability for gross negligence or willful misconduct of a NEPA-PRO Party that is established by a court of competent jurisdiction; (ii) bodily injury claims to the extent covered by NEPA-PRO's commercial general liability insurance; or (iii) any liability that cannot lawfully be limited under Pennsylvania law.

(d) Allocation. The Customer expressly acknowledges that the cap and exclusion are an essential allocation of risk that is reflected in the pricing of the Engagement and that the Engagement would not be offered at the posted rate without them.

4. Property Damage on the Jobsite

(a) NEPA-PRO and the dispatched tradesperson are liable for property damage on the Jobsite caused by their **gross negligence or willful misconduct**, subject to the cap in Section 3.

(b) Ordinary wear-and-tear of the Jobsite incidental to the booked work — including dust, minor scuffs from drop cloths, and necessary marks from layout — is not "damage" for purposes of this Section.

(c) Damage caused by a pre-existing condition (e.g., a wall that fails when a fixture is removed because the wall was already failing), or by undisclosed Jobsite conditions per Section 2, is the Customer's responsibility.

5. Notice of Claim

(a) Time. The Customer shall give written notice of any claim against the NEPA-PRO Parties within **thirty (30) days** of the event giving rise to the claim. A claim not noticed within this period is waived.

(b) Form. Notice shall be sent to **service@nepa-pro.com** and copied to 14012 Orchard Drive, Clarks Summit, PA 18411, with: a description of the event; the date and time; photographic evidence; identification of the dispatched tradesperson and Engagement; and a statement of the relief sought.

(c) Cooperation. The Customer shall cooperate in good faith with NEPA-PRO's investigation, including making the Jobsite available for inspection, providing copies of any third-party reports, and not destroying physical evidence.

6. Mediation; Arbitration; Jury Waiver

(a) Mediation first. The parties shall attempt in good faith to resolve any dispute through non-binding mediation administered by a mutually agreed neutral mediator in Scranton, PA, before commencing formal proceedings. The parties shall share the mediator's fee equally and bear their own costs.

(b) Binding arbitration option. If mediation does not resolve the dispute within ninety (90) days, either party may elect — by written notice to the other — to submit the dispute to **binding arbitration** administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in Scranton, Pennsylvania, before a single arbitrator mutually selected. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

(c) Court alternative. If neither party elects arbitration under (b), any unresolved dispute shall be brought exclusively in the state or federal courts of **Lackawanna County, Pennsylvania**, and each party consents to personal jurisdiction there.

(d) Jury Trial Waiver. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL ON ANY DISPUTE ARISING OUT OF OR RELATED TO THIS DOCUMENT, NPCS-001, OR NPCS-002.

(e) Class action waiver. Each party agrees that any claim shall be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, representative, or consolidated proceeding.

7. Insurance Subrogation

To the maximum extent permitted by their respective insurance policies, the Customer and NEPA-PRO each waive any right of subrogation their insurers may have against the other party for losses to the extent covered by insurance the waiving party carries. Each party is responsible for ensuring its own insurance permits this waiver.

8. Governing Law

This Liability Waiver & Indemnification is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws principles. The federal Arbitration Act governs the enforceability of Section 6.

9. Severability; Survival

If any provision of this document is held unenforceable, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect. The provisions of this document survive completion or termination of the Engagement.

Read carefully before signing. This document limits the Customer's ability to recover damages from NEPA-PRO and the dispatched tradesperson, and waives the Customer's right to a jury trial. Customers may consult counsel before signing. Acceptance via Stripe checkout under NPCS-001 incorporates this document by reference.

CUSTOMER

Signature _____

Printed Name _____

Title (if entity) _____

Date

NEPA-PRO LLC

Signature

Printed Name

Title

Date
